



101 N. Rodney, Suite 3  
Helena MT 59601  
406.449.3468 or 406.449.EGOV  
FAX: 406.495.0464  
<http://www.DiscoveringMontana.com>  
Email: [help-desk@discoveringmontana.com](mailto:help-desk@discoveringmontana.com)

## Registered Services Agreement

You must be a registered user to access certain e-government services through DiscoveringMontana. Registered Service is offered on an annual basis. To register, read all the information carefully, complete this agreement and return it to us with a check or money order made to DiscoveringMontana in the amount of \$50. You may pay by credit card by filling out the information on page two. Thereafter, the annual registration renewal is \$50 and will be billed to your account automatically.

Certain services have statutory and/or DiscoveringMontana transaction fees associated with them. Information on all fees is provided as an attachment to this Registered Services Agreement or on the associated Internet pages.

There are restrictions on access to certain records and some records are restricted in use. You may be subject to penalties under law if you violate any of these restrictions. If you have any questions regarding information contained within this agreement, please contact DiscoveringMontana at 1.406.449.EGOV (1.406.449.3468).

## Signing up is as easy as 1, 2, 3 . .

- 1. You will need a computer with a modem, Internet software and an Internet service provider (ISP).** To find an ISP in your area consult your phone book or local computer store. If you do not have an ISP in your area, please contact DiscoveringMontana for help.
- 2. Complete this Subscription.** Don't forget to list name(s) to be assigned to your registration on page two. Then choose a billing method and sign below.
- 3. Sign and return Agreement with your check or money order made out to DiscoveringMontana (if not using the credit card option).** A faxed agreement must be followed up with an original. Upon receipt of a completed agreement, DiscoveringMontana will contact you with usernames and passwords (average turn-around time is 24-48 hours). When you receive them you may begin using our subscription services immediately.

### CUSTOMER SIGNATURE – sign here

Signature

Date

Name (printed)

Title

### By my signature I agree that:

I have read and agree to the terms and conditions of DiscoveringMontana's Registered Services Agreement as presented. If I am signing on behalf of an organization or company, I represent that I have authority to bind the organization or company to this agreement.

## DiscoveringMontana Registered Services Agreement

### Mailing Address

Organization Name: \_\_\_\_\_  
 Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_ FAX: \_\_\_\_\_

### Billing Address

Organization Name: \_\_\_\_\_  
 Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Ext: \_\_\_\_\_ FAX: \_\_\_\_\_

### Billing Options

**Please Select One:**

☐ **Visa, Mastercard**

Card # \_\_\_\_\_  
 Exp. Date: \_\_\_\_\_

*(Monthly usage fees are charged to credit card)*

☐ **Auto Check Option**

Bank Name \_\_\_\_\_  
 Routing# \_\_\_\_\_  
 Account# \_\_\_\_\_

*(Monthly usage fees are deducted from checking account)*

☐ **Invoice (monthly minimum)**

*(Monthly charge is \$15.00 or actual usage fees; whichever is larger. Monthly statement sent via U.S. mail. This fee only applies to the Monthly Minimum Option. Monthly charge is only applied for months with account activity.)*

### Name(s) to be assigned to subscription (max. 10 users per subscription – Premium Services Only)

Name	Email Address	Office Use Only – UN	Office Use Only - PW
1. _____	_____		
2. _____	_____		
3. _____	_____		
4. _____	_____		
5. _____	_____		
6. _____	_____		
7. _____	_____		
8. _____	_____		
9. _____	_____		
10. _____	_____		

**Desired  
Service**

**Please Select All That Apply:**

- ☐ **Driving Record Search (requires Restricted Use agreement)**
  - ☐ **Registered Principals Search**
  - ☐ **Yellowstone County Document Search**
  - ☐ **Vehicle Search (requires DOJ application approval and Restricted Use agreement)**
  - ☐ **UCC Search (\$50 annual fee is waived, monthly fee applies)**
  - ☐ **Voter Verification (counties only)**
  - ☐ **UCC Filings**
  - ☐ **Professional License Renewals**
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**Requested  
Information**

**So that DiscoveringMontana can best serve you, please answer the following questions:**

Which best describes you?    ☐ Business    ☐ Private Citizen    ☐ Government Agency

If you are a business, what type of business are you? \_\_\_\_\_

If you are a business, why are you requesting this information? \_\_\_\_\_  
\_\_\_\_\_

If you are a private citizen, why are you requesting this information? \_\_\_\_\_  
\_\_\_\_\_

Is there a state government service you would like to see available over the Internet that you could not find? If so, what is it? \_\_\_\_\_  
\_\_\_\_\_

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## DiscoveringMontana Service Agreement

The Subscriber and DiscoveringMontana contract for the provision of services from DiscoveringMontana to Subscriber are as per the Terms and Conditions below. DiscoveringMontana provides on-line access, from terminals or personal computers, to a number of databases with related services. Subscriber wishes to use the services made available by DiscoveringMontana .

### Terms and Conditions

1. This agreement sets forth the terms and conditions under which DiscoveringMontana will provide services to Subscriber.
2. DiscoveringMontana reserves the right to withdraw any service without consulting Subscriber prior to withdrawing such service and shall have no liability whatsoever to Subscriber in connection with deletion of any such service.
3. DiscoveringMontana acknowledges that subscriber information will be maintained and used for only the purposes of managing DiscoveringMontana Services and will not be released to commercial entities.
4. Subscriber acknowledges that s/he has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This agreement, and other notices provided to Subscriber by DiscoveringMontana, constitutes the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this paragraph. In the event Subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Subscriber's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
5. Conditions of Use
  - a) Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by DiscoveringMontana in its sole discretion.
  - b) ID/Account Numbers: DiscoveringMontana will issue to the Subscriber a maximum of 10 ID/account numbers per annual fee. Subscriber is responsible for preserving the secrecy of his/her account numbers and to ensure that access to services and use of his/her ID/account numbers are controlled by him/her and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Subscriber is liable for any and all charges for services to his/her ID/account numbers whether or not authorized by Subscriber.
  - c) Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through DiscoveringMontana services. Each user is liable under law for violations of record use.
  - d) Use of information: Subscriber agrees to abide by all applicable use statements and requirements outlined for access of information or services through DiscoveringMontana. Subscriber recognizes that each transaction and statement of use will be logged and retained for the purpose of reference by DiscoveringMontana.
6. Payment
  - a) Invoices for all services rendered will be prepared by DiscoveringMontana and provided by DiscoveringMontana. Rates shall be in accordance with the current DiscoveringMontana rate schedule. Terms of invoice payment shall be net thirty (30) days.
  - b) In addition to the rates contained herein, Subscriber shall pay DiscoveringMontana for all sales, use, and excise taxes incurred by DiscoveringMontana in providing services to Subscriber.
  - c) Invoices 10 days past due may be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Subscriber agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
  - d) Auto Check Option - Bank Institution automatically deducts amount of usage fees out of checking account monthly.
  - e) Visa, Mastercard - Charges the monthly usage fees to your charge card monthly.
  - f) Monthly Minimum Option- DiscoveringMontana bills you monthly; monthly charge is the greater of actual use or \$15.00.
  - g) Default: An account is in default if it is past due or if Subscriber should declare a bankruptcy or insolvency. In the event of default, DiscoveringMontana may, at its sole option, block the Subscriber from use of the account either temporarily or until the past due amount is paid or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent DiscoveringMontana from exercising this option at any other time or degree of delinquency.
7. Limitation of Liability
  - a) The remedies set forth in this Agreement are exclusive and in no event shall DiscoveringMontana, its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability such damages shall in any event be limited to the charges paid for the previous month by Subscriber for the services in connection with which a claim of liability is asserted or imposed.

b) Subscriber agrees that DiscoveringMontana will not be liable for any claim or demand of any nature or kind whether asserted against DiscoveringMontana or against Subscriber by any third party, arising out of the services or materials provided or their use; Subscriber agrees to indemnify and hold DiscoveringMontana harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.

c) DiscoveringMontana shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database or other providers.

d) No action or suit, regardless of form, other than an action for payments due DiscoveringMontana, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.

e) Montana Interactive, Inc., Montana state, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on DiscoveringMontana shall at no time be liable for any errors in or omissions from information available on the DiscoveringMontana Services.

#### 8. Warranty

a) DiscoveringMontana makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While DiscoveringMontana and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.

b) Subscriber warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through DiscoveringMontana. Each user is liable under law for violations of record use or access rules committed by him or her, and agrees to abide by such rules. In addition, the organization or company may be liable if the rules are not enforced or violated.

#### 9. Rate Changes

a) Rates are as set forth in the Subscription Service Agreement insert and are established by DiscoveringMontana in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below.)

b) The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

#### 10. Renewals

User accounts renew annually automatically on the first day of their anniversary month unless DiscoveringMontana is notified in writing to the contrary. The appropriate annual fee will be applied in the billing for that month.

#### 11. Limitations

Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's ID/account numbers, use data received from or through DiscoveringMontana in any way except in full and complete compliance with all applicable laws. Each user is liable for violations of record use or access rules committed by him or her, and agrees to abide by such rules. In addition the organization or company may be liable if the rules are not enforced or are violated.

#### 12. Tradename / Trademark

Subscriber agrees that he/she will not use the trademark "DiscoveringMontana" or "Montana Interactive, Inc." or any of DiscoveringMontana's services identified in any fashion unless specifically authorized to do so in writing by DiscoveringMontana and the State of Montana. Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber by DiscoveringMontana.

#### 13. General

a) Waiver: The waiver, modification, or failure to insist by DiscoveringMontana on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of DiscoveringMontana right to performance of any such term or terms.

b) Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.

c) Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Montana as such laws are applied to contracts made and to be performed entirely in Montana, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Montana and in no other jurisdiction.

d) Assignment: This Agreement is not assignable or transferable by Subscriber and any attempted assignment or transfer shall be null and void and of no force or effect. DiscoveringMontana may assign this Agreement and/or the payments due to DiscoveringMontana without notice to or requirement for Subscriber's permission or approval.

#### 14. DiscoveringMontana is managed by Montana Interactive, Inc. and is governed by the Department of Administration.